

# **EXHIBIT A**

**2/8/2017 Zelaznik Depo Tr.  
Excerpts**

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon )  
Fitch, on behalf of )  
themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

Case No.

2:15-cv-01045-RFB- (PAL)

Zuffa, LLC, d/b/a Ultimate )  
Fighting Championship and )  
UFC, )

Defendant. )

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF MARSHALL ZELAZNIK

SANTA MONICA, CALIFORNIA

FEBRUARY 8, 2017

11:18 A.M.

Reported by:

Cheryl M. Haab, CSR No. 13600, RPR, CLR

Job No. 48484

## MARSHALL ZELAZNIK - CONFIDENTIAL

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7 similarly situated, )	7
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9 Plaintiffs,)	9
10 )	10 * * *
11 v. ) Case No.	11
12 ) 2:15-cv-01045-RFB-(PAL)	12
13 Zuffa, LLC, d/b/a Ultimate )	13
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2 For Plaintiffs:	2 EXHIBITS MARKED
3 JOSEPH SAVERI LAW FIRM	3 Exhibit 173 E-mail string (ZFL-0916001-003) 44
4 555 Montgomery Street, Suite 1210	4 Exhibit 174 "Re: Canadian Broadcast Agreement - UFC Content" dated 57
5 San Francisco, California 94111	5 March 4, 2011 (ZUF-00228479-486)
6 BY: KEVIN E. RAYHILL, ESQ.	6 Exhibit 175 E-mail string (ZFL-0916483-485) 77
7 krayhill@saverilawfirm.com	7 Exhibit 176 E-mail string (ZFL-2544420) 98
8 MATTHEW S. WEILER, ESQ.	8 Exhibit 177 E-mail string (ZFL-0949863-866) 105
9 mweiler@saverilawfirm.com	9 Exhibit 178 E-mail string (ZFL-09411497) 110
10 For Defendants:	10 Exhibit 179 E-mail string (ZFL-1002878-879) 113
11 BOIES, SCHILLER & FLEXNER LLP	11 Exhibit 180 E-mail string (ZFL-1001761-763) 116
12 1401 New York Avenue, NW	12 Exhibit 181 E-mail string (ZFL-2489879-881) 128
13 Washington, DC 20005	13 Exhibit 182 E-mail string (ZFL-1121583-585) 134
14 BY: NICHOLAS A. WIDNELL, ESQ.	14 Exhibit 183 "ZFL1514933 12'13 Zuffa IS YTD Side by Side" 141
15 nwidnell@bsflp.com	15
16 BOIES, SCHILLER & FLEXNER LLP	16 Exhibit 184 "Marketing and Promotion Services Agreement" (ZUF-00228470-478) 151
17 1999 Harrison Street, Suite 900	17 Exhibit 185 E-mail string (ZUF-00108790-797) 155
18 Oakland, California 94612	18 and attachment (ZUF-00108886-928)
19 BY: BRENT K. NAKAMURA, ESQ.	19
20 bnakamura@bsflp.com	20 Exhibit 186 E-mail string (ZFL-1448354) 168
21 Also Present:	21
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<p style="text-align: right;">6</p> <p>1 FEBRUARY 8, 2017, 11:18 A.M.  2 SANTA MONICA, CALIFORNIA  3 --oOo--  4 THE VIDEOGRAPHER: Good morning. This begins  5 Media No. 1 to videotaped deposition of Marshall  6 Zelaznik, in the matter of Cung Le et al., versus  7 Zuffa, LLC, et al. This case is in the United States  8 District Court, District of Nevada, with case number  9 2:15-cv-01045-RFB. Today's date is  10 February 8, 2017, and the time is 11:18 a.m.  11 This deposition is taking place at  12 401 Wilshire Boulevard, Suite 850, Santa Monica,  13 California 90401. The videographer is John  14 Azpilicueta, here with our court reporter, Cheryl  15 Haab. We're both with David Feldman Worldwide in  16 New York, New York.  17 At this time, would counsel please introduce  18 yourselves and state whom you represent.  19 MR. RAYHILL: I'm Kevin Rayhill from the  20 Joseph Saveri Law Firm, representing the plaintiffs.  21 MR. WIDNELL: I'm Nicholas Widnell with  22 Boies, Schiller &amp; Flexner, representing Zuffa, LLC,  23 and Mr. Zelaznik.  24 MR. NAKAMURA: I'm Brent Nakamura, also from  25 Boies, Schiller &amp; Flexner, representing Zuffa, LLC,</p>	<p style="text-align: right;">8</p> <p>1 <b>Okay?</b>  2 <b>Of course, when I ask a question, your</b>  3 <b>attorneys can object. You want to let them get</b>  4 <b>their objection in, and then you can go ahead and</b>  5 <b>answer, unless they instruct you not to answer based</b>  6 <b>on the privilege. But otherwise, after the</b>  7 <b>objection, you can go ahead and answer the -- answer</b>  8 <b>the question.</b>  9 <b>Please make sure you reply verbally so that</b>  10 <b>it goes on the record. Shakes of the head don't get</b>  11 <b>recorded.</b>  12 <b>I think that's all I've got.</b>  13 <b>So can you state your name for the record.</b>  14 A Sure. Marshall Zelaznik, Z-e-l-a-z-n-i-k.  15 [REDACTED]  16 [REDACTED]  17 [REDACTED]  18 <b>Is there any reason you cannot answer the</b>  19 <b>questions I put to you today fully, completely,</b>  20 <b>truthfully?</b>  21 A No reason.  22 <b>Q Any medications that might impair your</b>  23 <b>ability to --</b>  24 A No, sir.  25 <b>Q -- answer?</b></p>
<p style="text-align: right;">7</p> <p>1 as well as the deponent.  2 MR. BELLAMY: And I'm Tim Bellamy. I'm an  3 in-house attorney with Zuffa, LLC.  4 THE VIDEOGRAPHER: Thank you.  5 May the court reporter please swear in the  6 witness.  7 (Whereupon, the witness was duly sworn by the  8 court reporter.)  9 --oOo--  10 EXAMINATION  11 BY MR. RAYHILL:  12 <b>Q Okay. Good morning. I'm Kevin Rayhill. I</b>  13 <b>represent the plaintiffs, and I'll be asking you</b>  14 <b>questions today about your role and your time at</b>  15 <b>Zuffa.</b>  16 <b>I understand you're an attorney. Isn't</b>  17 <b>that -- is that right?</b>  18 A That's right.  19 <b>Q I'm going to go through a few housekeeping</b>  20 <b>things, but probably it will be old news to you.</b>  21 <b>First of all, if you need to take a break,</b>  22 <b>just say the word, and you know, we can -- we can</b>  23 <b>certainly accommodate you, provided if I've asked</b>  24 <b>the question, I just ask that you answer the</b>  25 <b>question before taking a break.</b></p>	<p style="text-align: right;">9</p> <p>1 <b>Very good. Thank you. When would you say</b>  2 <b>you first learned about this lawsuit?</b>  3 A Hmm. Within the last 18 months to 2 years,  4 maybe? I'm not sure. Somewhere in there.  5 <b>Q That sounds about right.</b>  6 <b>Have you read the complaint?</b>  7 A No.  8 <b>Q Any of the court orders or filings?</b>  9 A Just an order I signed, a document ensure --  10 promising to maintain the privileges, I guess, and  11 the protective order.  12 <b>Q Very good. Do you know any of the named</b>  13 <b>plaintiffs personally -- Cung Le, Nate Quarry, Kyle</b>  14 <b>Kingsbury?</b>  15 A I know them as fighters of the UFC, but in  16 terms of what "personally" means, I didn't have a  17 personal relationship with them. But I would have  18 met some of them, I suspect.  19 <b>Q Very good. Understood.</b>  20 <b>Do you still have any financial interest in</b>  21 <b>Zuffa?</b>  22 A No.  23 <b>Q So no deferred compensation or anything like</b>  24 <b>along those lines coming to you from Zuffa?</b>  25 A [REDACTED]</p>

## MARSHALL ZELAZNIK - CONFIDENTIAL

<p>14</p> <p>1 <b>broadcast on UFC.com?</b></p> <p>2 A Well, there was a team that generated</p> <p>3 original content. So they would write stories,</p> <p>4 create video assets that would focus on an upcoming</p> <p>5 event or a fighter. It was primarily a marketing</p> <p>6 tool, is what UFC.com was. It was a way to get</p> <p>7 information to fans about what was coming up in the</p> <p>8 UFC or what just happened in the UFC, sort of news</p> <p>9 and information. So it was information like that,</p> <p>10 primarily. There were win/loss records maintained</p> <p>11 there. There were fighter bios that were updated.</p> <p>12 There were TV scheduling information so you knew</p> <p>13 where to go to watch the UFC. Things like that.</p> <p>14 <b>Q Uh-huh. So was any -- like, a fight tape</b></p> <p>15 <b>content broadcasted through the UFC.com?</b></p> <p>16 A Yeah. If there were -- if -- generally, the</p> <p>17 content was produced by the production group, which</p> <p>18 I didn't -- wasn't responsible for. So whatever</p> <p>19 content was produced, we looked for ways to</p> <p>20 distribute that content. Sometimes it would be on</p> <p>21 UFC.com, and sometimes it would be another place or</p> <p>22 multiple places.</p>	<p>16</p> <p>1 THE WITNESS: They might start at UFC.com as</p> <p>2 a way to get to the content. Because from UFC.com</p> <p>3 you could get to the area in the system where that</p> <p>4 content was available.</p> <p>5 BY MR. RAYHILL:</p> <p>6 <b>Q And what area was that?</b></p> <p>7 A It was primarily available within our Fight</p> <p>8 Pass product.</p> <p>9 <b>Q Okay. Fight Pass, that's a program that --</b></p> <p>10 <b>that you developed; is that correct?</b></p> <p>11 A One of many that was a part of it. But I was</p> <p>12 part of the team that helped build that business.</p> <p>13 <b>Q Were you part of the team that sort of came</b></p> <p>14 <b>up with the concept for the business?</b></p> <p>15 A Yes. I think we were inspired to be creative</p> <p>16 about how we might take advantage of all of the</p> <p>17 library that UFC Zuffa had as a way to get it into</p> <p>18 the hands of the fans. So yeah. I think that would</p> <p>19 be a "yes."</p> <p>20 <b>Q And so -- I'm not sure if you said it, but I</b></p> <p>21 <b>believe you started in 2013 as the chief content</b></p> <p>22 <b>officer; is that correct?</b></p> <p>23 A Yeah. I think that's around the right time</p> <p>24 frame, yeah.</p> <p>25 <b>Q Okay. And so when you started as chief</b></p>
<p>15</p> <p>23 <b>Q So would -- in terms of the content of the --</b></p> <p>24 <b>the MMA content that was distributed on UFC.com,</b></p> <p>25 <b>would that have included any of the tape libraries</b></p> <p>1 that you or others at UFC acquired from other</p> <p>2 promoters?</p> <p>3 MR. WIDNELL: Objection. Form.</p> <p>4 THE WITNESS: I'm not sure what you mean by</p> <p>5 "tape library."</p> <p>6 BY MR. RAYHILL:</p> <p>7 <b>Q So taped -- videotape of MMA events that</b></p> <p>8 <b>other promoters had put on in -- in the past.</b></p> <p>9 A It sounds like you're asking about the</p> <p>10 third -- what we would call third party MMA. The</p> <p>11 acquisitions we made regarding those libraries for</p> <p>12 Fight Pass --</p> <p>13 <b>Q Yes. That's correct.</b></p> <p>14 A -- right?</p> <p>15 I don't know if we -- it wasn't part of our</p> <p>16 normal practice to put that content on UFC.com. But</p> <p>17 it doesn't mean that we didn't. I would -- it</p> <p>18 wouldn't surprise me if we had from time to time,</p> <p>19 but not usually.</p> <p>20 <b>Q I see. So it wasn't like a regular outlet --</b></p> <p>21 <b>let -- let me rephrase.</b></p> <p>22 <b>And -- and a fan who wanted to view some of</b></p> <p>23 <b>that content probably wouldn't go to UFC.com as an</b></p> <p>24 <b>avenue to view it?</b></p> <p>25 MR. WIDNELL: Objection. Form.</p>	<p>17</p> <p>1 <b>content officer, was that part of your portfolio</b></p> <p>2 <b>that was part of your duties?</b></p> <p>3 A It became part of the duties. It wasn't --</p> <p>4 when I started -- when I -- my title shifted to</p> <p>5 chief content officer, Fight Pass wasn't a product</p> <p>6 we were incubating or developing at that time. It</p> <p>7 came later.</p> <p>8 <b>Q Okay. How much later? Do you remember,</b></p> <p>9 <b>roughly, when it started?</b></p> <p>10 A Well, if my math is right and I was about</p> <p>11 three years as chief content officer, and Fight</p> <p>12 Pass, I think, launched at the end of '13, it would</p> <p>13 have been somewhere in the -- that year, so to</p> <p>14 speak, or within months of me moving over to that</p> <p>15 title exclusively.</p> <p>16 <b>Q Okay. So while you were chief content</b></p> <p>17 <b>officer, did you also negotiate other broadcasting</b></p> <p>18 <b>contracts?</b></p> <p>19 A Yes.</p> <p>20 <b>Q And can you tell me a little bit about the</b></p> <p>21 <b>types of contracts that you would have negotiated?</b></p> <p>22 A I was -- I just want to make sure, because</p> <p>23 you've got it when I was a chief content officer is</p> <p>24 the time period; right? So from '13?</p> <p>25 <b>Q Well, let's -- we'll start with that. And</b></p>

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<p>30</p> <p>1 <b>Q Okay.</b></p> <p>2 A I don't think it was recognized in the UK.</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 <b>Q No. And was there one subsidiary that sort</b></p> <p>8 <b>of covered international broadcasts, generally?</b></p> <p>9 A "Subsidiary" is a term that I -- even though</p> <p>10 I took corps in law school, I can't really remember</p> <p>11 what it means. But the -- the entity that</p> <p>12 contracted our media rights internationally was</p> <p>13 generally Zuffa International, LLC, was the</p> <p>14 contracting party for our media deals</p> <p>15 internationally.</p> <p>16 <b>Q Okay. And so they would negotiate the deals,</b></p> <p>17 <b>Zuffa International?</b></p> <p>18 MR. WIDNELL: Objection. Form.</p> <p>19 THE WITNESS: Employees of Zuffa would</p> <p>20 negotiate the deals.</p> <p>21 BY MR. RAYHILL:</p> <p>22 <b>Q Okay. And so can you just sort of flesh out</b></p> <p>23 <b>for me where Zuffa International -- what were the --</b></p> <p>24 <b>what -- what parts of the nego- -- the setting up</b></p> <p>25 <b>the deal that Zuffa, LLC, takes care of and what</b></p>	<p>32</p> <p>1 BY MR. RAYHILL:</p> <p>2 <b>Q Okay.</b></p> <p>3 <b>Just going back to the Fight Pass for a</b></p> <p>4 <b>minute.</b></p> <p>5 <b>So did you personally negotiate contracts --</b></p> <p>6 <b>agreements to acquire tape libraries from other</b></p> <p>7 <b>promoters -- third -- third -- so-called third party</b></p> <p>8 <b>promoters? I'm sorry.</b></p> <p>9 A Yes. Yeah.</p> <p>10 <b>Q About how many?</b></p> <p>11 A More than 15, less than 30 is my estimate.</p> <p>12 <b>Q Did you negotiate the acquisition of the tape</b></p> <p>13 <b>library from Invicta?</b></p> <p>14 MR. WIDNELL: Objection. Form.</p> <p>15 THE WITNESS: I negotiated the rights for the</p> <p>16 distribution of the Invicta content on Fight Pass.</p> <p>17 BY MR. RAYHILL:</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p>31</p> <p>1 <b>parts Zuffa International takes care of?</b></p> <p>2 MR. WIDNELL: Objection. Form.</p> <p>3 THE WITNESS: Yeah. This is where corporate</p> <p>4 structures and things like that, I'm not a hundred</p> <p>5 percent positive about or maybe even half a percent</p> <p>6 positive about. But generally, the people that</p> <p>7 worked on my team and negotiated the deals were</p> <p>8 employees of Zuffa, LLC, if that's what you're</p> <p>9 asking.</p> <p>10 BY MR. RAYHILL:</p> <p>11 <b>Q Uh-huh.</b></p> <p>12 A And those employees negotiated contracts and</p> <p>13 when the con- -- when it was time for the contract</p> <p>14 to be drafted, the contracting party was Zuffa</p> <p>15 International, LLC.</p> <p>16 <b>Q I see. And then the contracts themselves</b></p> <p>17 <b>were drafted by attorneys at -- at Zuffa, or by</b></p> <p>18 <b>attorneys at Zuffa International?</b></p> <p>19 MR. WIDNELL: Objection. Form.</p> <p>20 THE WITNESS: Yeah. Each contract was</p> <p>21 different. There were certain forms that were</p> <p>22 generated with our in-house lawyers, and sometimes</p> <p>23 you used the other party's form. It just -- it just</p> <p>24 depended on the deal.</p> <p>25 ///</p>	<p>33</p> <p>1 BY MR. RAYHILL:</p> <p>2 <b>Q And was that typical of the -- the</b></p> <p>3 <b>acquisition contracts you would negotiate?</b></p> <p>4 <b>Let me --</b></p> <p>5 MR. WIDNELL: Objection.</p> <p>6 BY MR. RAYHILL:</p> <p>7 <b>Q Let me rephrase.</b></p> <p>8 <b>Did you ever negotiate an agreement to</b></p> <p>9 <b>acquire the -- the tape library of another promoter</b></p> <p>10 <b>where Zuffa acquired the possession of the -- the</b></p> <p>11 <b>tape library itself, as opposed to a license?</b></p> <p>12 MR. WIDNELL: Objection. Form.</p> <p>13 THE WITNESS: Would it help if I explain what</p> <p>14 we were doing? Because the question is a little</p> <p>15 funky for me.</p> <p>16 BY MR. RAYHILL:</p> <p>17 <b>Q Sure.</b></p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

9 (Pages 30 to 33)

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<p>66</p> <p>1 avoid a confusion with other mixed martial arts promoters.</p> <p>2</p> <p>3 Would you say that there was not a risk of</p> <p>4 confusion between mixed martial arts and boxing?</p> <p>5 MR. WIDNELL: Objection. Form.</p> <p>6 THE WITNESS: I think our concern about</p> <p>7 confusion was related to MMA. We didn't believe</p> <p>8 that there would be confusion around a boxing event</p> <p>9 or wrestling or judo, which are some of these</p> <p>10 examples.</p> <p>11 BY MR. RAYHILL:</p> <p>12 Q Does this disconnect show that MMA and boxing</p> <p>13 are separate markets?</p> <p>14 MR. WIDNELL: Objection. Form.</p> <p>15 THE WITNESS: I'm sorry. You said, "is this</p> <p>16 disconnected"?</p> <p>17 BY MR. RAYHILL:</p> <p>18 Q The disconnect between mixed martial arts and</p> <p>19 single martial arts.</p> <p>20 A Give it to me one more time. I'm sorry.</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p>68</p> <p>4 BY MR. RAYHILL:</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 BY MR. RAYHILL:</p> <p>18 Q Okay.</p> <p>19 A Or some of these other agreements, I didn't</p> <p>20 negotiate those.</p> <p>21 Q Okay. I'm finished with that document.</p> <p>22 Going back to Fight Pass. Did you say that,</p> <p>23 you know, when you negotiated to acquire the rights</p> <p>24 to other promoters' fight libraries, it was</p> <p>25 primarily for the Fight Pass project?</p>
<p>69</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. Our licensing efforts</p> <p>3 were to try to build a content offering within Fight</p> <p>4 Pass, yes.</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q Uh-huh. And can you tell me why Zuffa wanted</p> <p>7 to acquire the content of other MMA providers?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: The motivation to acquire the</p> <p>10 content was to give a platform for all this MMA so</p> <p>11 that fans could access it. The -- the content was</p> <p>12 available in very many places around, and we thought</p> <p>13 that, as a service to an MMA fan, that if we could</p> <p>14 make it easy for them to see this content and</p> <p>15 organize it, that it would continue to foster</p> <p>16 interest in the sport of MMA. I mean, we had -- we</p> <p>17 used to say we felt like archivists for the sport.</p> <p>18 We were trying to make sure that this content was</p> <p>19 available for people.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Uh-huh. I mean, pres- -- presumably, it was</p> <p>22 to -- it was profitable as well?</p> <p>23 MR. WIDNELL: Objection. Form.</p> <p>24 THE WITNESS: Yeah. We -- we thought that by</p> <p>25 having a complete or, you know, full MMA offering,</p>	<p>69</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. Our licensing efforts</p> <p>3 were to try to build a content offering within Fight</p> <p>4 Pass, yes.</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q Uh-huh. And can you tell me why Zuffa wanted</p> <p>7 to acquire the content of other MMA providers?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: The motivation to acquire the</p> <p>10 content was to give a platform for all this MMA so</p> <p>11 that fans could access it. The -- the content was</p> <p>12 available in very many places around, and we thought</p> <p>13 that, as a service to an MMA fan, that if we could</p> <p>14 make it easy for them to see this content and</p> <p>15 organize it, that it would continue to foster</p> <p>16 interest in the sport of MMA. I mean, we had -- we</p> <p>17 used to say we felt like archivists for the sport.</p> <p>18 We were trying to make sure that this content was</p> <p>19 available for people.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Uh-huh. I mean, pres- -- presumably, it was</p> <p>22 to -- it was profitable as well?</p> <p>23 MR. WIDNELL: Objection. Form.</p> <p>24 THE WITNESS: Yeah. We -- we thought that by</p> <p>25 having a complete or, you know, full MMA offering,</p>

18 (Pages 66 to 69)

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<p>70</p> <p>1 it would make the product more interesting to a</p> <p>2 consumer, yes.</p> <p>3 BY MR. RAYHILL:</p> <p>4 <b>Q But also more profitable to -- to Zuffa.</b></p> <p>5 <b>Presumably, the more people who are interested in</b></p> <p>6 <b>watching Fight Pass, the more subscriptions Zuffa</b></p> <p>7 <b>gets, the more money it makes?</b></p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: If we had people interested in</p> <p>10 the product and they bought it, it would generate</p> <p>11 more revenue, yes.</p> <p>12 BY MR. RAYHILL:</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p>72</p> <p>1 THE WITNESS: The use of that content?</p> <p>2 BY MR. RAYHILL:</p> <p>3 <b>Q Yes.</b></p> <p>4 A Yeah. The use of that content with</p> <p>5 everything else, it's a marketing effort, yes.</p> <p>6 <b>Q Would you say that was one of the motivations</b></p> <p>7 <b>for kind of developing the Fight Pass program?</b></p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: Sorry. What was one of the</p> <p>10 motivations?</p> <p>11 BY MR. RAYHILL:</p> <p>12 <b>Q To sort of have access to these archival</b></p> <p>13 <b>materials that could generate interest for upcoming</b></p> <p>14 <b>UFC fights?</b></p> <p>15 MR. WIDNELL: Objection. Form.</p> <p>16 THE WITNESS: Yeah. I'm not -- I -- it</p> <p>17 wasn't a motivating factor for us, as we were</p> <p>18 developing the business, to acquire the rights to</p> <p>19 some of this content. It wasn't, in the way we</p> <p>20 looked at it, no.</p> <p>21 BY MR. RAYHILL:</p> <p>22 <b>Q So I may have asked, but can you just tell me</b></p> <p>23 <b>what -- what was the -- the motivation? What was</b></p> <p>24 <b>driving this -- the -- the desire to acquire these</b></p> <p>25 <b>libraries from other promoters?</b></p>
<p>71</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 BY MR. RAYHILL:</p> <p>6 <b>Q Okay. Does Zuffa use some of the content</b></p> <p>7 <b>in -- in -- in these acquired libraries to generate</b></p> <p>8 <b>interest for specific fights? For example, if a</b></p> <p>9 <b>fighter had fought for one of the acquired</b></p> <p>10 <b>promoters' library, fighter -- if a UFC fighter had</b></p> <p>11 <b>fought for one of the promoters whose library you</b></p> <p>12 <b>acquired, and then that fighter had a fight coming</b></p> <p>13 <b>up, it would help generate interest for that fight</b></p> <p>14 <b>for Zuffa to show some of his old fights, maybe --</b></p> <p>15 <b>his or hers?</b></p> <p>16 MR. WIDNELL: Objection. Form.</p> <p>17 THE WITNESS: We would use fight footage from</p> <p>18 the fighter that may have existed before they fought</p> <p>19 in the UFC.</p> <p>20 BY MR. RAYHILL:</p> <p>21 <b>Q Yeah.</b></p> <p>22 A That --</p> <p>23 <b>Q So it helps generate interest for upcoming</b></p> <p>24 <b>fights?</b></p> <p>25 MR. WIDNELL: Objection. Form.</p>	<p>73</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. You did, but yeah, I</p> <p>3 don't mind answering again.</p> <p>4 The idea was to broaden the interest in Fight</p> <p>5 Pass by having more MMA content in it, and to expose</p> <p>6 fans to more content in the space, make the offering</p> <p>7 more interesting. And then, as time went on, we</p> <p>8 thought we were becoming archivists; we were trying</p> <p>9 to make sure that this content was available and</p> <p>10 accessible.</p> <p>11 BY MR. RAYHILL:</p> <p>12 <b>Q Based -- based on your experience working in</b></p> <p>13 <b>the industry for ten years, as you did, would you</b></p> <p>14 <b>say it gave Zuffa a competitive advantage to have</b></p> <p>15 <b>access to these libraries over other MMA</b></p> <p>16 <b>competitors?</b></p> <p>17 MR. WIDNELL: Objection. Form.</p> <p>18 THE WITNESS: Yeah. Competitive advantage in</p> <p>19 what sense?</p> <p>20 BY MR. RAYHILL:</p> <p>21 <b>Q Gave them more of a market presence, let's</b></p> <p>22 <b>say. Elevated their -- people's awareness of Zuffa</b></p> <p>23 <b>in the MMA market?</b></p> <p>24 MR. WIDNELL: Objection. Form.</p> <p>25 THE WITNESS: I don't -- not sure how to</p>

19 (Pages 70 to 73)

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<p style="text-align: right;">82</p> <p>1 "broadcast," that has a different meaning to me.</p> <p>2 BY MR. RAYHILL:</p> <p>3 <b>Q Okay.</b></p> <p>4 A I don't think we broadcast these events.</p> <p>5 <b>Q I'm sorry?</b></p> <p>6 A I don't think we broadcast these events.</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">84</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: I don't. I don't know one way</p> <p>3 or another.</p> <p>4 MR. WIDNELL: Do you know if you're planning</p> <p>5 to stop for lunch at any point?</p> <p>6 MR. RAYHILL: I think lunch is a good idea.</p> <p>7 It's fine -- any time is fine with me, so...</p> <p>8 MR. WIDNELL: Okay. I suggest --</p> <p>9 MR. RAYHILL: Now's --</p> <p>10 MR. WIDNELL: That we take a break if you --</p> <p>11 THE WITNESS: Whatever. What time is it?</p> <p>12 MR. BELLAMY: 1:00.</p> <p>13 THE WITNESS: That's fine. A quick lunch.</p> <p>14 THE VIDEOGRAPHER: Going off record. The</p> <p>15 time is 1:02 p.m.</p> <p>16 --oOo--</p> <p>17 (LUNCHEON RECESS)</p> <p>18 --oOo--</p> <p>19 THE VIDEOGRAPHER: This marks the beginning</p> <p>20 of video media No. 2 to the videotaped deposition of</p> <p>21 Marshall Zelaznik. Going back on the record. Time</p> <p>22 is 1:48 p.m.</p> <p>23 BY MR. RAYHILL:</p> <p>24 <b>Q Okay. Good afternoon. Welcome back.</b></p> <p>25 A Thank you.</p>
<p style="text-align: right;">83</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 BY MR. RAYHILL:</p> <p>15 <b>Q Do you know why Zuffa didn't pay royalties to</b></p> <p>16 <b>the fighters?</b></p> <p>17 MR. WIDNELL: Objection. Form.</p> <p>18 THE WITNESS: Again, I don't know if we did</p> <p>19 or we didn't, so I would be speculating.</p> <p>20 BY MR. RAYHILL:</p> <p>21 <b>Q Okay.</b></p> <p>22 <b>Do you know if Zuffa refrained from paying</b></p> <p>23 <b>royalties to the fighters whose images were used in</b></p> <p>24 <b>the Fight Pass archives because of their ancillary</b></p> <p>25 <b>rights contracts?</b></p>	<p style="text-align: right;">85</p> <p>1 <b>Q So I want to go back to Pay-Per-Views. And</b></p> <p>2 <b>so does Zuffa require Pay-Per-View providers to</b></p> <p>3 <b>charge, like, a minimum charge for Pay-Per-View</b></p> <p>4 <b>content?</b></p> <p>5 MR. WIDNELL: Objection. Form.</p> <p>6 THE WITNESS: The retail -- I think you're</p> <p>7 asking about the retail price. The retail price is</p> <p>8 set by the distributor, if that's what you mean.</p> <p>9 BY MR. RAYHILL:</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

